

## Amendment 330 Contract No. 229944

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 330 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 1<sup>st</sup> day of May, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to purchase and install one (1) Customer Service Terminal (CST) monitor as specified by the agencies for the purpose of user testing in a point of sale environment.
- C. The Parties agree that the Work necessary to purchase and install this monitor will be performed and compensated as described below.

## **Agreement**

### **Section 1.0 Description of Work**

The Contractor will purchase and install the equipment as specified below. The Contractor will:

- 1.1 Purchase one (1) Elo monitor specified as: Model 1919L AccuTouch 19" diagonal screen size POS (Point of Sale) monitor and any other parts necessary for business operation.
- 1.2 Ensure that the monitor specified in requirement 1.1 is compatible with the Windows 8.1 operating system and the ORCA CST application.
- 1.3 Install and calibrate subject monitor during normal business hours at a CST designated by the Agencies at the King County Metro Customer Service Walk-in Center, located at 201 South Jackson Street, Seattle, Washington.

### **Section 2.0 Schedule**

2.1 The Work described in Section 1.0 will be completed no later than May 8, 2015. The monitor purchased in requirement 1.1 will be delivered no later than fourteen (14) calendar days following receipt of this Amendment 330. Equipment delivery and installation will be performed at a mutually agreeable date and time.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### **Section 3.0 Compensation Changes**

3.1 The parties are not in agreement as to the responsibility for payment of the CST monitors, however in the interest of progressing the Work, the Agencies agree to pay the amount of \$846 plus applicable sales tax as noted in this Amendment, but only on a non-precedential basis as to payment of similar devices in the future. Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## **VI. IMPLEMENTATION**

### **SPECIAL PROGRAMS**

LUMP SUM COST
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#### **Amendment No. 330**

To purchase and install 1 Elo CST POS monitor	
<b>TOTAL</b>	<b>\$846 + sales Tax @ 9.3%</b>

### **Section 4.0 Other Terms and Conditions**

All other provisions of the Contract not referenced in this Amendment Three Hundred and Thirty shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: D. H. L.  
Its: General Manager  
Date: 4/29/15

The Agencies

By: Candace Carlson  
Their: Operations Manager  
On behalf of the Agencies  
Date: May 1, 2015